PUBLIC VERSION

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of Application of Ameritech Michigan Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Michigan	)	CC Docket No. 97-1

Volume 2.6:
Affidavit of Warren L. Mickens
on Behalf of Ameritech Michigan

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Application of Ameritech	)	
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271 of the Telecommunications	)	
Act of 1996 to Provide In-Region,	)	
InterLATA Services in Michigan	)	

AFFIDAVIT OF WARREN L. MICKENS
ON BEHALF OF AMERITECH MICHIGAN

STATE OF ILLINOIS)
) **ss.**
COUNTY OF COOK)

I, Warren L. Mickens, being first duly sworn upon oath, do hereby depose and state as follows:

1. My name is Warren L. Mickens. I am Vice President of Customer Operations at Ameritech Information Industry Services ("AIIS"), a division of Ameritech Services, Inc. AIIS is an Ameritech business unit that provides communications products and services to other telecommunications providers, including providers that compete with Ameritech Operating Companies in the local exchange market.

2. AIIS was formally organized on July 1, 1993, with the mission of offering network components that could be uniquely assembled to suit the needs of its customers, as part of the creation of a "network of networks." AIIS was conceived as a wholesaler of Ameritech's communications infrastructure and a major supplier to companies that would provide products and services in competition with the Ameritech Operating Companies. The

premise was that, by acting as a wholesaler of products and services to these competitors, AIIS would be able to benefit from the evolving competitive environment in the telecommunications industry.

3. As Vice President of Customer Operations of AIIS, my principal responsibility is to ensure that the quality of the products and services that AIIS provides to its customers meets all applicable market and regulatory standards, as well as the needs of AIIS' customers. I, or people working under my direction, coordinate with the Ameritech Network Services organization to determine the performance criteria that are used to measure our products and services, including the provisioning of those products and services. We measure actual performance for all relevant performance categories, compare actual performance levels to target levels, and, where necessary, initiate appropriate activities to bring actual performance in line with objectives.

4. I am also responsible for interfacing with customers and customer support. In that regard, I am responsible for establishing the standards for response time when customers call to order service or to request repairs.

5. My Customer Operations organization includes the Information Technologies, Customer Service, Service Management, Network Performance, and Technical Planning groups within AIIS. My staff is comprised of persons with diverse technical and operational backgrounds and includes computer scientists and programmers, electrical engineers, statisticians, and telephone network engineers with many years of operational experience.

EDUCATION AND PROFESSIONAL EXPERIENCE

6. In 1977, I received a Bachelor of Science Degree from Rose-Hulman Institute of Technology, where I majored in Mechanical Engineering and minored in Economics. I subsequently received a Masters in Business Administration from Harvard University, with a concentration in operations management. My professional experience includes the following:

- My current assignment as Vice President of Customer Operations at AIIS (1.5 years)
- General Manager of Integrated Network Planning at Ameritech (1.5 years)
- Product Management at FMC Corporation (1.5 years)
- A broad range of assignments at Cummins Engine Company, including engineering, operations, marketing, and general management (10 years) (as a manufacturing engineer, I was responsible for establishing production processes)
- Business development and marketing activities at Allied Corporation (3 years)

PURPOSE OF AFFIDAVIT

7. The purpose of my affidavit is to explain, from an operational perspective, the manner in which and method by which Ameritech Michigan ("Ameritech") ensures that it is providing the products and services (hereinafter, "Checklist items") listed in § 271(c)(2)(B) of the Telecommunications Act of 1996 ("the Act") to requesting carriers at parity with the quality of products and services that Ameritech delivers to itself, to its affiliates and to other unaffiliated carriers. In particular, I describe the performance benchmarks and other methods by which Ameritech ensures parity to requesting carriers in the contexts of interconnection, unbundled network elements and resale; how those benchmarks were determined; and how Ameritech's performance *vis á vis* those benchmarks is measured, reported, and enforced. I also describe the various operational interfaces and access to

operations support systems ("OSS") functions that Ameritech makes available on a basis equivalent to the access that Ameritech and its affiliates enjoy. In addition, I describe how these arrangements comply with the FCC's Second Order on Reconsideration, issued December 13, 1996, which specifies that the interface design standards used by Ameritech to provide access to its OSS functions must be established and made known to carriers that request such access.

8. Ameritech has entered into (and the Michigan Public Service Commission ("MPSC") has approved) interconnection agreements incorporating the performance benchmarks and standards discussed below with Brooks Fiber Communications of Michigan, Inc. ("Brooks Fiber"), TCG Detroit ("TCG"), MFS Intelnet of Michigan, Inc. ("MFS"), and AT&T Communications of Michigan, Inc. ("AT&T"). Brooks Fiber, TCG and MFS currently provide facilities-based services to business and/or residential customers in Michigan.

9. The AT&T and TCG agreements were arbitrated by the MPSC before being approved. The panel in the TCG arbitration issued its decision on October 3, 1996, and the MPSC issued its order on November 1, 1996. The TCG agreement was filed with the MPSC on November 12, 1996. The panel in the AT&T arbitration issued its decision on October 28, 1996, and the MPSC issued its order on November 26, 1996. The AT&T agreement was filed with the MPSC on December 6, 1996. The AT&T Agreement expressly covers and makes available all of the network elements, products, and services mandated by Section 251 of the Act and the FCC's interconnection regulations ("the Rules") at rates, and

on other terms and conditions, that comply with the requirements of Sections 251 and 252 of the Act. By doing so, the agreement makes available to AT&T all Checklist items.

10. All of the Checklist items, as described by Mr. Dunny, are likewise available to Brooks Fiber, MFS and TCG, pursuant to their interconnection agreements with Ameritech. Ameritech is already furnishing most of these items to Brooks Fiber, MFS and/or TCG today. To the extent that Brooks Fiber, MFS and/or TCG have not yet actually asked Ameritech to furnish certain Checklist items to them, those items are available to them on terms and conditions that satisfy the Checklist. The Brooks Fiber, MFS and TCG agreements contain Most Favored Nation ("MFN") clauses that, in accordance with § 252(i) of the Act, entitle them to interconnection, network elements, or resale services "upon the same rates, terms, and conditions as those provided" in other Ameritech interconnection agreements approved by the MPSC. (Brooks Fiber Agreement, Section 28.15; MFS Agreement, Section 28.14; TCG Agreement, Section 29.13) Thus, Brooks Fiber, MFS and TCG may at any time obtain any Checklist item not specifically provided for in their agreement "menus" from Ameritech on rates, terms, and conditions included in the MPSC-approved AT&T Agreement. Accordingly, whenever I say in this affidavit that an item is available to AT&T, which I will sometimes do for ease of reference, it is important to bear in mind that the same item is equally available to Brooks Fiber, MFS and TCG or other providers who execute subsequently approved interconnection agreements with similar MFN clauses. The Brooks Fiber, MFS and TCG Agreements may be read as incorporating any and all more inclusive or more favorable provisions contained in the AT&T Agreement.

PARITY AND PERFORMANCE BENCHMARKS

11. I understand that the quality of the network elements, products and services that Ameritech delivers to competing carriers under its interconnection agreements must be at parity — that is, at a level equal in quality — with the quality of elements, products and services that Ameritech delivers to itself and its affiliates, and, in the case of resale, to Ameritech's retail customers.

12. I have been primarily responsible for the process of developing the performance standards for resale, unbundled network elements, and interconnection that appear in Ameritech's interconnection agreement with AT&T. The performance standards in the AT&T Agreement are designed to ensure that AT&T and other carriers receive parity of treatment for comparable elements, products and services.

13. Ameritech's interconnection Agreement with AT&T fully implements the equal treatment required by the FCC's rules. For example, with respect to facilities interconnection, the AT&T Agreement provides:

> Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other Person. For purposes of this [provision], "**equal in quality**" means the same technical criteria and service standards that a Party uses within its own network. If AT&T requests an Interconnection that is of a different quality than that provided by Ameritech to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

AT&T Agreement, § 3.6, at 8.

14. The concept of "parity" necessarily entails some measure for comparing how Ameritech provides the applicable elements, products, or services to itself and its affiliates,

with how Ameritech provides them to unaffiliated carriers. Ameritech's agreement with AT&T contains three groups of "performance benchmarks" — one group each for resale, network elements and interconnection. In each instance, the benchmarks are measures of performance that reflect Ameritech's actual experience and, where applicable, the standards that Ameritech itself uses to measure its own network performance. Each benchmark is a tested means of measuring whether competing carriers are receiving parity and equal quality. Furthermore, compensation for Ameritech's network managers is tied to their performance on these network-wide benchmarks. By tying compensation to network-wide measures, Ameritech gives these network managers an incentive to ensure that every segment operates as efficiently as possible and that every user — be it a resale or retail customer — is provided the best possible service.

15. To illustrate the utility of these performance benchmarks, I will describe in turn the benchmarks for resale, interconnection, and access to and provision of unbundled network elements under the AT&T Agreement. I will then describe how Ameritech reports its performance on each benchmark for itself and for unaffiliated carriers so that any competitor can be satisfied that the quality of performance that it is receiving is at par with the quality of performance that Ameritech is providing to itself, its affiliates and others. Finally, I will describe how Ameritech provides nondiscriminatory access to OSS functions that is equivalent in quality and type to the access Ameritech provides to itself, its affiliates and others. This last item also is addressed by Mr. Rogers in his affidavit.

Resale

16. The resale benchmarks Ameritech measures under the AT&T Agreement are identified in Schedule 10.9.2 of the Agreement. These benchmarks are the same items Ameritech was already measuring for its existing retail customers prior to the Act, and Ameritech continues to measure them today. Competing carriers are thereby able to see how the resold services they receive from Ameritech compare with the comparable services provided by Ameritech to its retail and wholesale customers. The resale benchmarks are:

- percentage of POTS (regular or "plain old" telephone service) installed in more than 6 days
- percentage of POTS installed on time
- percentage of missed appointments for HICAP (high capacity service) installations
- percentage of missed appointments for SUBRATE (low speed digital service below 96Kb) installations
- percentage of new service failures for POTS during first 7 days from installation date
- percentage of new service failures for HICAP during first 30 days from installation date
- percentage of new service failures for SUBRATE during first 30 days from installation date
- percentage of POTS repairs not completed within 24 hours
- percentage of HICAP repairs not completed within 2 hours
- percentage of SUBRATE repairs not completed within 3 1/2 hours
- percentage of initial trouble reports (failure rate)
- percentage of outside plant troubles

- percentage of firm order commitments for switched services provided within 4 days from date of order
- percentage of firm order commitments for HICAP services provided within 24 hours from time of order
- percentage of calls to service center made during normal business hours that are answered within 10 seconds
- percentage of calls to repair center made at any time that are answered within 20 seconds
- Operator Services: toll assistance speed of answer
- Operator Services: directory assistance speed of answer

Ameritech's experience has taught it that these items measure in a meaningful way how well it is serving its retail customers, and they allow AT&T and other competing carriers to do the same. In other words, when Ameritech performs well on these measures, its end user customers are satisfied. Thus, while these benchmarks serve primarily as a means for competing carriers to grade Ameritech's performance, they also serve as a common language used by the parties to communicate regarding service levels and to facilitate their improvement.

Interconnection

17. The interconnection benchmarks that Ameritech measures under the AT&T Agreement are identified in Schedule 3.8 of the Agreement. Ameritech does not "interconnect" to its own network. However, Ameritech does currently measure and evaluate, on several criteria, the quality of inter-office trunking on its own network. For example, Ameritech has inter-office guidelines that govern provisioning and the quality of service for calls originating in one part of its network, say the west side of Detroit, and

traveling from a central office there to another central office, say in downtown Detroit. Since those internal criteria compare with the key interconnection functions Ameritech performs for other carriers, Ameritech is using the same criteria that it uses internally relating to its own functions — derived from its own experience — as the benchmarks for the quality of the interconnection arrangements between itself and other carriers. Implicit in this approach is the idea that both parties to an interconnection agreement share responsibility for the overall quality of service provided by each party to its customers. The criteria are:

- installation interval for new trunk groups to tandem switches
- blocking percentage for exchange access traffic
- blocking percentage for all other traffic
- restoral of trunks from service affecting outage
- restoral of trunks from non-service affecting outage

In addition to these benchmarks, Schedule 3.8 of the AT&T Agreement also provides that additional interconnection benchmarks may be agreed upon by the Implementation Team that will be established by the parties. As additional or different benchmarks are established by this Team and made part of the AT&T Agreement, they will become available to Brooks Fiber, MFS, TCG, and any other interconnecting carriers through the MFNs in their agreements.

Unbundled Network Elements

18. The benchmarks that Ameritech is measuring for access to and provision of unbundled network elements are identified in Schedule 9.10 of the AT&T Agreement. While AIIS has not previously sold access to the unbundled network elements that it is providing to

AT&T other than unbundled loops, AIIS has substantial experience provisioning unbundled loops, having processed over 27,000 loop orders since 1994 in Illinois and Michigan (including over 16,000 in Michigan), most of them in the last six months. Ameritech is currently receiving orders for unbundled loops in Michigan at the rate of 2,000 per month. Accordingly, the benchmarks against which Ameritech measures its performance in providing access to unbundled elements to AT&T are based on Ameritech's actual experience and, where applicable, standards that Ameritech itself uses to measure its own network performance. The unbundled elements benchmarks are:

- installation interval for provisioning non-DS1 loops
- interval for provisioning DS1 unbundled local transport when facilities are available at time of request
- interval for provisioning DS1 unbundled local transport when facilities or forces are not available at time of request
- interval for provisioning DS3 unbundled local transport
- interval for provisioning OC-N unbundled local transport

19. Provisioning unbundled elements is most often a customized process requiring both a number of manual steps that vary for each request, and extensive, careful coordination of the activities in the networks of both companies. Consequently, it normally requires different benchmarks than those used in the resale context, where standard, automated processes are the norm. As described above, the benchmarks for unbundled elements are appropriate measures of performance because they are based on Ameritech's experience and consider the unique nature of each request for access to unbundled network elements.

20. The Act also permits AT&T to obtain services from Ameritech at service quality levels beyond those Ameritech provides to itself and its affiliates, so long as it is technically feasible and AT&T compensates Ameritech for any additional costs. AT&T Agreement, § 9.10.1-2.

21. As demonstrated above, the benchmarks in the AT&T Agreement are appropriate measures of performance for interconnection and access to unbundled network elements. However, AT&T and other competing carriers will not have to rely on those parity benchmarks alone. In addition to the system described above, § 3.8 of the AT&T Agreement also includes a commitment by Ameritech that key interconnection tasks will be performed at specified levels. For example, the AT&T Agreement requires Ameritech to provision end office trunks ordered by a requesting carrier within a commercially reasonable period of 14 days (or 15 days, if more than 48 trunks are ordered per day, or, if the order is large enough to be treated as a custom order, at an interval to be negotiated). The AT&T Agreement also requires Ameritech to meet certain blocking percentages for exchange access final trunk group traffic that travels via tandems (.5%), and for all other final trunk group traffic (1%). Finally, the AT&T Agreement requires Ameritech to perform trunk restoral for service-affecting outages within one hour, and for non-service-affecting outages within 24 hours. These objective performance standards are the same guidelines Ameritech uses when managing its own internal network's interoffice traffic flows. They appear in Schedule 3.8 of the AT&T Agreement.

22. Similarly, Ameritech's agreement with AT&T includes a commitment that key tasks concerning access to unbundled elements will be performed at specified levels. For

example, the contract requires Ameritech to provision most non-DS1 loops within five business days of the requesting carrier's order. The contract interval applies to all situations where facilities exist; slightly longer intervals may apply for large-volume orders. These objective performance standards for access to network elements appear in Schedule 9.10 of the AT&T Agreement, and Ameritech's obligation to meet them appears in § 9.10 of the Agreement.

PERFORMANCE REPORTING

23. Ameritech also provides competing carriers with reports that demonstrate that parity is being achieved. Under the AT&T Agreement, Ameritech maintains records of its performance, on each benchmark, whenever it provides services to itself or its affiliates, to the competing carrier and to third parties. AT&T Agreement §§ 3.8.3; 9.10.2; 10.9.2. For example, Ameritech creates and keeps records of the percentage of appointments made on time for: (i) its own end user customers; (ii) the end user customers of a particular carrier; and (iii) the end user customers of all other carriers. Those records show exactly how Ameritech's service for those carriers stacks up against the service that Ameritech provides for its own end users, and also for end users of third parties. Initially, Ameritech will provide these records to competing carriers and the MPSC on a monthly basis, and beginning in 1998 on a quarterly basis. In any instance where Ameritech's performance for a carrier is, by generally accepted statistical methods, not as good as its performance for itself or its affiliates, for its end users or for other parties (except when the difference is the other carrier's fault or is due to certain force majeure events), the carrier has remedies available to it under the AT&T Agreement, § 3.8.5.

24. The reports described in the preceding paragraph contain data on the critical measures of performance that have been established in the interconnection agreements between Ameritech and other requesting carriers. As to interconnection, Ameritech is reporting trunks provisioned out of interval, and trunk restoral within one (1) hour and 24 hours. The format for these reports is attached to my affidavit as Schedule 1. As to resale, Ameritech is reporting the impact of ordering new service versus maintaining existing service. Specifically, Ameritech aggregates the service results for six quality measures and compares the results for wholesale and retail as it relates to each of its wholesale customers. The report structure consists of the specific carrier's service levels and contrasts those levels with both the aggregate results for all wholesale carriers served by Ameritech and the aggregate results for Ameritech's retail customers. The format of Ameritech's reports for wholesale/resale is attached to my affidavit as Schedule 2 (POTS), Schedule 3 (HiCap), and Schedule 4 (Subrate). Regarding access to OSS functions, discussed more fully below, Ameritech is providing requesting carriers with access to OSS functions that is equivalent to the access received by Ameritech and its affiliates, measured on the basis of availability, transaction accuracy and timeliness. These reports show that such OSS access is equivalent from a business operations perspective; that is, service representatives of requesting carriers are able to perform business transactions requiring OSS functions on a basis equivalent to that used by Ameritech in similar transactions. The format for this report is attached to my testimony as Schedule 5. As to unbundled loops, Ameritech will report performance on due dates not met, trouble report rates, receipt to restore (i.e., repair times), speed of answer for

ordering, and speed of answer for maintenance. The format for the unbundled loop report is attached to my affidavit as Schedule 6.

25. In addition to these reports, Ameritech is reporting on a number of other items as well: number portability (Schedule 7); operator services and directory assistance performance based on speed of answer (Schedules 8 and 9, respectively); database accuracy for white page listings and E911/911 (Schedules 10 and 11, respectively); SS7 performance based on dual link and single link failure rates (Schedule 12). Moreover, as other products and services develop, Ameritech will continue to modify its existing reports to incorporate additional performance measurements and tracking reports.

26. In December 1996, Ameritech generated its first performance reports on unbundled loops leased by Brooks Fiber and MFS, covering the period from 8/1/96 to 11/30/96. Among other things, the reports measure: due dates not met, trouble report rates and receipt to restore. Over the long term, Ameritech expects performance levels for unbundled loops to be similar to (although not exactly at parity with) performance levels on Ameritech's network for retail and wholesale/resale services. Measurements to date show that the performance levels are similar; if anything, Brooks Fiber and MFS are receiving better performance. With respect to due dates not met, the percentages (for Michigan) are: ____ for Ameritech's network (1996 YTD), ____ for Books Fiber, and ____ for MFS. With respect to trouble report rates, the percentages (region-wide) are: ____ for Ameritech's network (1996 YTD), ____ for Brooks Fiber, and ____ for MFS. With respect to receipt to restore, average repair times (region-wide) are: _____ for Ameritech's network (1996 TD), _____ for Brooks Fiber, and _____ for MFS.

ACCESS TO OPERATIONS SUPPORT SYSTEM FUNCTIONS

27. Although OSS functions have been defined by the FCC as a network element, they merit a separate discussion because they are not, strictly speaking, inherent components of telecommunications services. OSS functions "consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by an incumbent LEC's databases and information." 47 C.F.R. § 51.319(f)(1). In other words, OSS functions are business functions supported by Ameritech's databases and information that ensure that the above-listed processes are performed accurately and efficiently. Ameritech satisfies its parity obligations for provisioning OSS functions by providing AT&T, Brooks Fiber, MFS, TCG and all other requesting carriers the same quality and equivalent access that Ameritech and any Ameritech affiliate enjoy to the same information used by the customer contact personnel of Ameritech or its affiliates to perform the same OSS functions. By equivalent access, I mean, for example, where Ameritech's customer contact employees use a manual process to obtain data, the same manual interface for access is provided to requesting telecommunications carriers. Likewise, where Ameritech's customer contact employees use electronic interfaces to access OSS functions, equivalent electronic interfaces are provided to requesting telecommunications carriers where technically feasible. This mechanized access is provided through the following standard electronic interfaces, described more fully below:

Function	Interface Data Format
Pre-ordering	EDI/File Transfer
Ordering	EDI/ASR
Provisioning	EDI/ASR
Maintenance/Repair	T1M1
Billing Information	EMR/AEBS; CABS

28. Each of Ameritech's OSS function interfaces has been thoroughly tested. The T1M1, ASR, AEBS, EMR and CABS interfaces were tested before they were placed into operations years ago, and they continue to be tested periodically.

29. As required by the FCC, Ameritech offers requesting carriers equivalent access through these electronic interfaces to the same OSS functions used by Ameritech. 47 C.F.R. § 51.319(f)(2). Requesting carriers may use these interfaces in connection with their purchase of unbundled network elements and resale services from Ameritech. Ameritech is committed to assuring that the availability, transaction accuracy and timeliness of these interfaces are at parity with the internal effectiveness of these same functions. So long as a requesting carrier develops and maintains systems and processes on its side of an interface that are comparable to the processes that Ameritech's service representatives use when serving Ameritech's end user customers, the requesting carrier is capable of serving its own end user customers with equal quality and timeliness.

30. Ameritech has taken great care to design its OSS interfaces with more than sufficient capacity to accommodate projected demand. Ameritech has determined future capacity by use of three different methods. First, it solicited demand forecasts from those

carriers that would be expected to use the interfaces, and incorporated the information received into capacity planning performed in October 1996. Ameritech specifically asked more than a dozen carriers across the Ameritech region for a "rolling" six month forecast and monthly updates. Only two carriers — MFS and USN Communications Inc. — provided such forecasts; all others, including AT&T, MCI and Sprint, did not. Second, Ameritech developed an internal forecast that was used for financial (costing) purposes. Third, Ameritech estimated demand on its OSS interfaces based on assumed aggressive market entry by competitors, incorporating the forecasts provided by carriers and supplemented by internal estimates. Of these three estimation methods, we used the method that produced the greatest demand as the basis for sizing the interfaces, and we ensured that sufficient capacity was available by January 1997 to accommodate the highest demand levels through June 1997. As of January 1, 1997, the capacity of Ameritech's electronic OSS interfaces is more than 500% of January's projected demand of 19,000 orders.

31. Ameritech's current forecast of total demand by the end of 1997 for resold lines is 724,438 orders, and the forecast for unbundled local loops is 136,343 orders. We review capacity requirements monthly as part of our normal business operations and add additional capacity based on actual and forecast demand using a "rolling" six month method that keeps capacity available six months ahead of the demand curve. In addition, the interfaces for the pre-ordering, ordering, provisioning, and maintenance/repair functions were designed around an architecture that permits the addition of additional capacity within 90 days without software modifications.

32. I am confident that Ameritech's OSS interfaces will continue to function efficiently and effectively. Ameritech has used many of these interfaces for years, and, while it may be necessary from time to time to include new information for certain fields in these interfaces because of the new ways in which they will be used, as described further below, the successful interchange of data using these interfaces is a historical fact.

33. EDI, or electronic data interchange, is an interface standard used throughout the data processing industry for processing and provisioning orders for services and supplies. EDI facilitates the use of electronic purchase orders by providing for the electronic transfer of information. Additionally, EDI is used to provide firm order confirmations ("FOCs") and change in status or completion notices.

34. EDI is used to access customer service records, telephone number requests, due date selections, and order entry for resale services. Ameritech's EDI formats are consistent with the Customer Service Order Guideline, Issue 5 of the Alliance for Telecommunications Industry Solutions (ATIS) and the Telecommunications Industry Forum (TCIF). Ameritech's EDI interface for order entry has been in operation since February 1996. Enhancements to the EDI interface that expanded its pre-ordering capabilities to include on-line access to customer service records, telephone number selection and due dates have been installed, were tested in late 1996 and are currently available for use by requesting carriers.

35. File Transfer, or File Transfer Protocol, electronically transfers entire files to the requesting carrier. The requesting carrier receives the data through File Transfer at regular intervals and then stores and accesses the data completely independent of Ameritech.

36. File Transfer is used primarily in those applications where the underlying data are relatively static, such as feature availability and address validation. (EDI, on the other hand, is used in those applications where the underlying data are relatively dynamic, such as telephone number availability or due date selection.) File Transfer, as a practical matter, is tested in real time every time a file is exchanged.

37. Ameritech's electronic capacity for the feature availability and address validation functions is essentially unlimited because the data are provided to the requesting carrier by electronic file transfer, and subsequent accessibility is under the sole control and capacity of the requesting carrier's system.

38. Access Service Request (ASR) is a standard interface that Ameritech has used since shortly after divestiture to exchange access orders with interexchange carriers. ASR has been used since April 1995 for ordering certain unbundled network elements and providing FOCs for those elements.

39. The ASR interface has already been used to handle approximately 20,000 unbundled loop orders during the past 2 years, most of which were processed in roughly the last six months.

40. T1M1 refers to an OSI CMISE interface that was established by the Operations, Administration, Maintenance and Provisioning (OAM&P) committee of ATIS. T1M1 has been used by Ameritech for almost two years for purposes of exchanging repair and maintenance information with other carriers. T1M1 acts as a single point of contact through which requesting carriers provide Ameritech with trouble reports and through which Ameritech provides initial status reports and appointment commitments; it also provides an

update of trouble report status each time Ameritech Network Services personnel change that status, continuing through resolution of the trouble report.

41. Ameritech currently uses the T1M1 interface to perform the maintenance and repair functions for access service. AT&T requested that the T1M1 interface be included in its interconnection agreement with Ameritech.

42. EMR, or Exchange Message Record, is an interface based on specifications developed by the Ordering and Billing Forum (OBF) Committee of ATIS, and is widely used to transmit usage data. Ameritech has been using the EMR interface for years.

43. AEBS stands for Ameritech Electronic Billing System. The AEBS interface has been used for years to provide a mechanized bill for exchange service to end users, and for the past several months Ameritech has been sending AEBS-formatted tapes to requesting carriers reselling Ameritech's local exchange services for their basic local exchange bills. Requesting resellers receive a tape or file in the AEBS format and, simply by following instructions in the AEBS implementation guide (which Ameritech provides to them), read the tape or file.

44. CABS stands for Carrier Access Billing System. CABS has been in use since divestiture to support thousands of access billing transactions.

A. Resale Ordering And Provisioning

45. As set forth in the AT&T Agreement (§ 10.13.2), Ameritech provides electronic interfaces for the transferring and receiving of data necessary to perform the pre-ordering, ordering and provisioning functions relating to resale. These interfaces are administered through gateways serving as the point of contact for the transmission of such

data. The interfaces are consistent with the ATIS, TCIF, EDI Customer Service Guideline, Issue 5, and Ameritech's Service Order Interface Document, version 3.0.

46. Service orders are placed by a reseller, and provisioned by Ameritech, in accordance with the procedures described in the interface specifications provided by Ameritech to resellers.

47. After receipt and acceptance of a service order, Ameritech provides resellers with electronic service order status notices on an exception basis. Ameritech also provides timely engineering support when required by the nature of the order. Where Ameritech provides installation services, Ameritech instructs the reseller's end user customer to contact the reseller if the end user customer requests a service change at the time of installation. This allows the end user customer to discuss the matter directly with the involved reseller without the involvement of Ameritech as a third party.

48. Except as specifically provided in the AT&T Agreement or pursuant to an order of a court or commission of competent jurisdiction, Ameritech does not initiate any disconnect, suspension or termination of a reseller's end user customer's resale service, unless directed to do so by a reseller by transmission of a service order, or by Ameritech's receipt of proper authorization to change such end user customer's primary local exchange carrier to a carrier other than a reseller.

49. The EDI interfaces also provide order status. Three sub-functions are included in order status. First, a firm order commitment is provided for each order entered. Second, an electronic change in status report is provided. This change in status report provides an

electronic report for orders in jeopardy, three times daily. Third, an order completion notice is sent as each order entered is completed.

B. Maintenance And Repair

50. Maintenance and repair involves the exchange of information between telecommunications carriers where one initiates a request for maintenance or repair of existing products and services or unbundled network elements with acknowledgments and status reports.

51. As set forth in the AT&T Agreement (§ 10.13.3), Ameritech provides requesting carriers with access to an electronic interface for transferring and receiving data necessary to perform maintenance and repair functions. The industry standard specification for this interface is T1M1, which, as discussed above, refers to an OSI CMISE interface established by the Operations, Administration, Maintenance and Provisioning Committee of ATIS. T1M1 has been used by Ameritech for almost two years for exchanging repair and maintenance information regarding access services with other carriers. This interface is administered through a gateway that serves as a single point of contact for the transmission of such data. The interface is consistent with all available industry standards, including ATIS, T1 — Telecommunications (T1) — Operations, Administration, Maintenance and Provisioning (OAM&P), standards T1.227 and T1.228, and the Ameritech Electronic Bonding Interface (EBI) document. AT&T Agreement, § 10.13.3(a).

52. Through this interface, requesting telecommunications carriers may electronically transmit to Ameritech a trouble report and receive an initial status report, based on preliminary testing, and an appointment commitment. Ameritech also provides to

requesting telecommunications carriers an electronic update to trouble report status each time it is updated by Ameritech personnel, and a completion report when each trouble report is closed out.

53. Maintenance is provided by Ameritech in accordance with the requirements set forth in the AT&T Agreement (§ 10.13.3). Ameritech technicians provide repair service that is at least equal in quality to that provided to Ameritech's retail customers; trouble calls from a reseller's end user customers receive response time priority that is at parity to that of Ameritech customers. This priority is based on trouble severity, regardless of whether the customer is a reseller or an Ameritech retail customer. Resellers also have existing escalation procedures available to them.

C. Address Verification

54. Ameritech's customer contact personnel verify customer addresses through the Street Address Guide (SAG), a database that contains the addresses of all customer locations served by Ameritech. Ameritech service representatives access the SAG to verify that the customer's location is served by Ameritech and to ensure that the address is correct. The service representative also questions the customer until he or she is able to determine the customer's exact address. In rare instances where an address has not been entered into the SAG, the service representative contacts the Company's engineering department to validate the address and, once validated, to ask that it be entered in the SAG.

55. Ameritech provides each reseller with information in an electronic format, enabling its contact personnel to validate customer street addresses. Each reseller receives an electronic copy of information in the SAG database, which enables the reseller to load that